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approved in *GREENLEAF*, EVIDENCE, § 223; *State v. Carrol*, 30 S. C. 85; *State v. Kirby*, 1 Strobb. L. (S. C.) 155; *Beggarly v. State*, 67 Tenn. 520. It is clear that confessions made under fear of threats are inadmissible, *Jordan v. State*, 32 Miss. 382, as are those made under fear of mob violence, *State v. Revells*, 34 La. An. 381; *Wigginton etc. v. Commonwealth*, 92 Ky. 282; *Simon v. State*, 5 Fla. 285; *Redd v. State*, 69 Ala. 255. Actual violence makes even a stronger case for the exclusion of such evidence. *Miller et al. v. People*, 39 Ill. 457; *Jordan v. State*, *supra*.

FOREIGN CORPORATIONS—EFFECT ON CONTRACTS OF FAILURE TO REGISTER—CONTRACTS.—In an action of assumpsit by a foreign corporation it was defended that plaintiff had not registered before entering into the contract sued upon, the statute declaring it "unlawful" for a foreign corporation to engage in business until it had filed the proper statement, and providing further for the imprisonment and fine of any corporate agent or officer violating this act. *Held*, the contract was unenforceable. The case was dismissed without prejudice to plaintiff, with permission to sue for services performed. *Pittsburgh Const. Co. v. West Side Belt R. Co. et al.* (1907), — C. C., W. D., Pa. —, 151 Fed. Rep. 125.

There is at least an apparent conflict as to the validity of contracts entered into by a foreign corporation before compliance with statutory prerequisites to the doing of business, where the law does not expressly declare such contracts unenforceable, but imposes a penalty upon the corporation, its officers, or both, as the case may be. Suit was allowed in the following cases: *State v. Mutual Fire Ins. Ass'n v. Brinkley Stove & Heating Co.* (1895), 61 Ark. 1, 31 S. W. 157; *Edison General Electric Company v. Canadian Pacific Navigation Co.* (1894), 8 Wash. 370, 36 Pac. 260; *Dearborn Foundry Co. v. Augustine et al.* (1892), 5 Wash. 67, 31 Pac. 327; *A. Booth Co. v. Weigand* (Utah, 1906), 83 Pac. 734; *Toledo Tie and Lumber Co. v. Thomas et al.* (1890, W. Va.), 11 S. E. 37; *Jarvis-Conklin Mortgage Trust Co. v. Willhoit* (1897), 84 Fed. 514. On the other hand, contracts were held invalid in *Dudley v. Collier & Pinckard* (1888), 87 Ala. 431; *The Cincinnati Mutual Health Assurance Co. v. Rosenthal* (1870), 55 Ill. 85, 8 Am. Rep. 626; *Cary-Lombard Lumber Co. v. Thomas* (1893), 92 Tenn. 587; *Aetna Ins. Co. v. Harvey* (1860), 11 Wis. 412. These latter cases depended upon statutes in which the doing of business before registering, etc., was expressly declared "unlawful." In every case the intent of the legislature is to be gathered from a fair view of the whole statute. *Edison General Electric Co. v. Canadian Pacific Navigation Co.* (1894), 8 Wash. 370, 36 Pac. 260; THOMP., CORP., § 7958. On the general subject see 4 MICH. LAW REV. 656.

FRAUD—INDEPENDENT INVESTIGATION.—A person who is guilty of fraud cannot escape responsibility by referring his victim to a confederate, or by inducing him to make an independent investigation which would not reveal to him, though it might to an expert, the true condition of affairs. *Barron v. Myers et al.* (1906), — Mich. —, 109 N. W. Rep. 862.